

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

CHRISTOPHER HAMILTON
CLEMENS,

Defendant.

Case No.: 2:24-CR-30-TOR

INFORMATION

Vio: 18 U.S.C. § 371
Conspiracy to Defraud the
United States

The United States Attorney charges:

Count

1. From on or about June 14, 2018, and continuing thereafter until on or about October 5, 2023, in the Eastern District of Washington, and elsewhere, the Defendant, CHRISTOPHER HAMILTON CLEMENS, knowingly and willfully conspired and agreed together and with Calandra Charging Eagle and with other persons both known and unknown, to defraud the United States of and concerning its governmental functions and rights, hereafter described, that is:

(a) of and concerning its right to have its business and its affairs, and particularly the transaction of the official business of the General Services Administration (GSA), the Bureau of Indian Affairs (BIA), and the Federal Aviation

1 Administration (FAA), conducted honestly and impartially, free from corruption,
2 fraud, improper and undue influence, dishonesty, unlawful impairment and
3 obstruction;

4 (b) of and concerning its right to have its officers and employees, and
5 particularly the personnel of the GSA, the BIA, and the FAA, free to transact the
6 official business of the United States unhindered, unhampered, unobstructed and
7 unimpaired by the exertion upon them of dishonest, corrupt, unlawful, improper and
8 undue pressure and influence; and

9 (c) of and concerning its right and governmental function of the GSA, the
10 BIA, and the FAA, through and by means of its officers and employees in the GSA,
11 the BIA, and the FAA unhindered, unhampered, unobstructed, and unimpaired by
12 the exertion upon such officers and employees of dishonest, unlawful, corrupt,
13 improper and undue pressure and influence.

14 Overview of the Conspiracy

15 2. Between on or about June 14, 2018, and on or about October 5, 2023,
16 in the Eastern District of Washington and elsewhere, Defendant CHRISTOPHER
17 HAMILTON CLEMENS knowingly entered into a conspiracy to defraud the United
18 States with persons both known and unknown.

19 3. One of the objects of the Conspiracy, as known to Defendant
20 CHRISTOPHER HAMILTON CLEMENS, was to directly enrich himself with
21 federal funds obtained through false and fraudulent statements, promises, and
22 representations. Defendant CHRISTOPHER HAMILTON CLEMENS and his co-
23 conspirators performed multiple overt acts in the Eastern District of Washington and
24 elsewhere during the Conspiracy and for the purpose of carrying out the Conspiracy,
25 to include, as detailed herein, providing a bribe to a federal contracting officer's
26 representative for Bureau of Indian Affairs (BIA) and obtaining a federal prime
27 contract with a federal agency, specifically the Federal Aviation Administration
28 (FAA), under false and fraudulent pretenses.

1 Manner, Means, and Overt Acts of the Conspiracy

2 Defendant's Bribery of a Public Official in Order to Obtain Federal Contracts

3 4. As part of the Conspiracy, between on or about June 14, 2018, and on
4 or about August 24, 2018, Defendant CHRISTOPHER HAMILTON CLEMENS
5 was the Chief Operating Officer of Company A, a government contracting company
6 registered in Washington State. As of June 14, 2018, Company A was performing
7 a Bureau of Indian Affairs (BIA) contract to provide heating, ventilation, and air
8 conditions (HVAC) services at the Pine Hill School located within the reservation
9 of the Navajo Nation in New Mexico. Calandra Charging Eagle, a BIA official, was
10 designated as the Contracting Officer's Representative (COR) on the HVAC
11 contract.

12 5. Defendant CHRISTOPHER HAMILTON CLEMENS understood that,
13 as COR, Calandra Charging Eagle had access to confidential government
14 information and property concerning federal government contracts and
15 procurements, as well as a role in reviewing proposals and approving contracts and
16 invoices for government contractors and prospective government contractors. As
17 Chief Operating Officer of Company A, Defendant CHRISTOPHER HAMILTON
18 CLEMENS communicated regularly regarding performance and payment with
19 Calandra Charging Eagle in her capacity as BIA's COR on the contract.

20 6. On or about June 8, 2018, the Sandia Resort and Casino, located in
21 Albuquerque, New Mexico, sent Calandra Charging Eagle a \$10,701 invoice.
22 Calandra Charging Eagle incurred this debt to Sandia Resort and Casino through a
23 group holiday event that Sandia Resort and Casino had hosted for Calandra Charging
24 Eagle's U.S. Army Reserve Unit's Family Readiness Group in December 2017. As
25 reflected on the invoice, the debt was a personal obligation owed by Calandra
26 Charging Eagle to the Sandia Resort and Casino.

27 7. In June 2018, during the course of its performance on the HVAC
28 contract, Company A considered making a charitable donation to the Navajo Nation

1 in order to show appreciation for the opportunity to work on the HVAC contract and
2 generate good will for Company A. Defendant CHRISTOPHER HAMILTON
3 CLEMENS inquired of Calandra Charging Eagle whether she knew of a worthwhile
4 Navajo Nation charity to which to donate. In response, on or about June 14, 2018,
5 Calandra Charging Eagle requested that, as a "donation," Defendant
6 CHRISTOPHER HAMILTON CLEMENS, as Chief Operating Officer of Company
7 A, pay off the \$10,701 debt, and provided him with the contact information for the
8 employee of the Sandia Resort and Casino who was attempting to collect on the debt.

9 8. Over the next several weeks, Calandra Charging Eagle suggested to
10 Defendant CHRISTOPHER HAMILTON CLEMENS that if he paid the \$10,701
11 debt, she could use her position with the BIA to obtain favorable treatment for
12 Defendant CHRISTOPHER HAMILTON CLEMENS and Company A on various
13 BIA contracting opportunities. One of the numerous contracting opportunities that
14 Defendant CHRISTOPHER HAMILTON CLEMENS and Calandra Charging Eagle
15 discussed was additional lightning protection work at the Pine Hill School that the
16 BIA was preparing to contract out and on which Calandra Charging Eagle was
17 designated as COR. On numerous occasions, Calandra Charging Eagle told
18 Defendant CHRISTOPHER HAMILTON CLEMENS that she was using and would
19 use her BIA position to secure this work for Company A. At the same time, Calandra
20 Charging Eagle continued to repeatedly request that Defendant CHRISTOPHER
21 HAMILTON CLEMENS and Company A pay the \$10,701 debt to Sandia Resort
22 and Casino.

23 9. On or about August 8, 2018, Defendant CHRISTOPHER HAMILTON
24 CLEMENS directed and caused Company A to send a \$5,000 check to Sandia Resort
25 and Casino in partial satisfaction of Calandra Charging Eagle's debt. Defendant
26 CHRISTOPHER HAMILTON CLEMENS's purpose in doing this included the
27 hope and intent that it would influence Calandra Charging Eagle to use her position
28 with the BIA to provide favorable treatment for Company A, including with regard

1 to the lightning protection contract that the BIA was then in the process of awarding.

2 10. When Calandra Charging Eagle's initial attempts to steer the lightning
3 protection contract to Company A did not come to fruition, Calandra Charging Eagle
4 continued to promise that she would find other avenues to provide favorable
5 treatment for Company A in its contracting attempts with the BIA, while, at the same
6 time, requesting that Defendant cause Company A to pay the remainder of the Sandia
7 Resort and Casino debt. These efforts and discussions included providing Defendant
8 CHRISTOPHER HAMILTON CLEMENS with confidential and inside information
9 regarding the status of the lightning protection contract, other BIA contracting
10 opportunities, and a promise to set up and use a fraudulent Indian-owned company
11 to obtain BIA contracts for Defendant CHRISTOPHER HAMILTON CLEMENS
12 using Calandra Charging Eagle's mother's Indian status and Certificate of Indian
13 Blood.

14 11. In September 2018, Defendant CHRISTOPHER HAMILTON
15 CLEMENS informed Calandra Charging Eagle that he had left Company A and
16 started his own company, Hamilton's West LLC. On or about September 14, 2018,
17 Defendant texted Calandra Charging Eagle that his new company "need[ed] work
18 and have a 5k donation to fill still," referring to the remaining balance of the Sandia
19 Resort and Casino debt owed by Calandra Charging Eagle, and suggesting that he
20 was willing to pay the remainder of that debt if Calandra Charging Eagle was willing
21 to use her position with the BIA to secure work for his new company, Hamilton's
22 West LLC.

23 12. On October 21, 2020, the Grand Jury returned an indictment in this
24 cause charging, among other things, that Defendant CHRISTOPHER HAMILTON
25 CLEMENS did directly and indirectly, corruptly give, offer, and promise a thing of
26 value to a public official, with intent to influence an official act, influence a public
27 official to commit and aid in committing and to collude in, and allow, and to make
28 opportunity for the commission of a fraud on the United States, and induce a public

1 official to do an act and omit to do an act in violation of her official duty, in violation
2 of 18 U.S.C. § 201(b)(1), Bribery of Public Officials and Witnesses, as charged in
3 Count 2 of that indictment (Case No. 2:20-CR-00142-TOR).

4 13. On November 10, 2021, Defendant CHRISTOPHER HAMILTON
5 CLEMENS entered into a Pretrial Diversion Agreement in United States District
6 Court for the Eastern District of Washington wherein he admitted to all the facts
7 detailed above regarding his violation of 18 U.S.C. § 201(b)(1), Bribery of Public
8 Officials and Witnesses, between on or about June 14, 2018, and on or about August
9 24, 2018. Pursuant to the Pretrial Diversion Agreement, Defendant CHRISTOPHER
10 HAMILTON CLEMENS agreed, among other things, that he would not contract or
11 sub-contract with any agency or department of the United States, nor would any
12 company or entity owned or controlled by Defendant contract or sub-contract with
13 any agency or department of the United States, for a period of 36 months.

14 Defendant's Fraudulent Representations to Obtain Federal Contracts

15 14. Company B was registered on March 16, 2021, in Washington State as
16 a domestic LLC. Defendant CHRISTOPHER HAMILTON CLEMENS held
17 himself out as the Vice President of Company B and worked with other conspirators
18 both known and unknown to obtain federal contracts and subcontracts for Company
19 B.

20 15. On January 10, 2022, Defendant CHRISTOPHER HAMILTON
21 CLEMENS provided the following materially false certification to the System for
22 Award Management ("SAM") which is an official website of the United States
23 operated by the United States General Services Administration used to register
24 businesses to do business with agencies of the United States:

25 I have read each of the FAR [Federal Acquisitions Regulation] and DFARS
26 [Defense Federal Acquisitions Regulation Supplement] provisions presented
27 on this page. By submitting this certification, I, **Chris Clemens**, am attesting
28 to the accuracy of the representations and certifications contained herein,
including the entire NAICS [North American Industry Classification System]
table. I understand that I may be subject to criminal prosecution under Section

1 1001, Title 18 of the United States Code or civil liability under the False
2 Claims Act if I misrepresent **[Company B]** in any of these representations or
3 certifications to the Government.

4 (emphasis original). A truthful and accurate SAM certification is a material
5 requirement of obtaining and/or performing on any federal contract, and information
6 contained in SAM is relied upon by federal agencies in making contracting decisions
7 and awarding contracts.

8 16. Defendant CHRISTOPHER HAMILTON CLEMENS went on to
9 falsely and fraudulently certify on behalf of Company B that none of the principals
10 of Company B were presently “declared ineligible for the award of contracts by any
11 Federal agency” and that no principals of Company B were presently “indicted for,
12 or otherwise criminally or civilly charged by a governmental entity” with the
13 commission of, among other crimes, bribery.

14 17. In fact, as Defendant CHRISTOPHER HAMILTON CLEMENS knew,
15 these certifications were false and fraudulent because he had entered into the Pretrial
16 Diversion Agreement in the United States District Court in the Eastern District of
17 Washington, and he was vice president of Company B. Defendant CHRISTOPHER
18 HAMILTON CLEMENS made these false and fraudulent certifications on behalf of
19 Company B in order to obtain federal prime contracts and subcontracts with federal
20 agencies and to thereby enrich himself with federal funds.

21 18. On August 22, 2022, in reliance on the false and fraudulent SAMs
22 certifications of Defendant CHRISTOPHER HAMILTON CLEMENS on behalf of
23 Company B, the FAA awarded Company B Contract # 697DCK-22-C-00315 which
24 was titled “Design-Build Upgrades to the Moses Lake ATCT.” Defendant
25 CHRISTOPHER HAMILTON CLEMENS, on behalf of Company B, held himself
26 out as vice president and consulted and managed Contract #697DCK-22-C-00315,
27 both before and after it was awarded. Contract #697DCK-22-C-00315 was
28 performed in the Eastern District of Washington.

1 19. Had the FAA known that contrary to Defendant's false and fraudulent
2 certifications in SAM, one of Company B's principals- Defendant CHRISTOPHER
3 HAMILTON CLEMENS as vice president- was then under the terms of a Pretrial
4 Diversion Agreement entered into in United States District court in the Eastern
5 District of Washington and containing Defendant CHRISTOPHER HAMILTON
6 CLEMENS' admissions to violating 18 U.S.C. § 201(b)(1), Bribery of Public
7 Officials and Witnesses, it would not have awarded Contract #697DCK-22-C-00315
8 to Company B and would not have obligated or paid any federal funds to Company
9 B. Instead, between August 22, 2022, and October 5, 2023, the FAA obligated and
10 paid Company B \$479,818 for the work performed and caused to be performed on
11 Contract #697DCK-22-C-00315, which it would not have had it known of Defendant
12 CHRISTOPHER HAMILTON CLEMENS' false and fraudulent SAM certifications
13 on behalf of Company B.

14 20. In this manner, Defendant CHRISTOPHER HAMILTON CLEMENS
15 entered into an agreement with persons both known and unknown in order to and
16 did obstruct the lawful functions of the GSA, the BIA, and the FAA, all federal
17 agencies, by deceitful or dishonest means, as part of the conspiracy all with the
18 object of enriching himself with federal funds.
19 All in violation of 18 U.S.C. § 371.

20 Dated this 21st day of February, 2024.

21
22 Vanessa R. Waldref
23 United States Attorney

24 
25 Tyler H.L. Tornabene
26 Assistant United States Attorney

27 
28 Dan Fruenter
 Assistant United States Attorney